

Memorandum of Understanding

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to provide an outline of the relationship and responsibilities between Liberty University, Inc., a Virginia Non-stock Corporation ("LU"), Falkirk Center Management, LLC, a Delaware Limited Liability Company ("Falkirk Management"), and Pinnacle Strategy Partners, LLC, a Delaware Limited Liability Company ("Pinnacle"), each of which may also be referred to individually as "Party" or collectively as "Parties," until a formal contract more fully reflecting these terms may be executed by the Parties, if they agree it is necessary and beneficial.

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The Parties sign this MOU because they intend to create a high profile Christian public policy think tank which will be designed to become the central thought and ethics development leader of the Christian Conservative movement for the younger generations, teaching conservative public policy ideas that are consistent with and inspired by Jesus Christ and the American Constitution. For purposes of this document, this think tank will have the current working title of "The Falkirk Center" and may be referred to as the "Center" and will be part of the operations of LU, at least initially.

The terms below provide a general framework of the intentions and obligations of the Parties in connection with the Center:

1. Location:

- a. The initial location of the Center will be on the campus of LU in Lynchburg, Virginia.

2. Timing:

- a. It is the intent of the parties that they both move forward immediately to achieve the purposes of this MOU.

3. Staffing and Contractual Engagements:

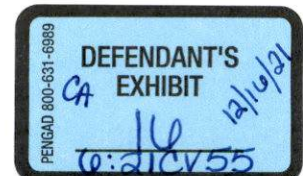
- a. The initial staff is expected to consist of a full time Executive Director, and Center Administrator, an Influencer Administrator, and Editing Administrator and a management team made up of various other individuals who will be employees of Falkirk Management.
 - i. The Executive Director will interface directly with the Senior Vice President for Communications and Public Engagement of LU and is generally responsible for all the activities of the Center, manages all staff and programmatic decisions, is the chief representative of the Center in all stakeholder settings and manages the Center's budget, all consistent with applicable LU policies and procedures.
 - ii. The Center Administrator will report directly to the Executive Director, act as the Center's executive administrator (e.g., manage office administrative tasks; manage contracts; and oversee website, publications and events (e.g., act as an editor in chief of Center publications, digital media and collateral; organize logistics of Center events).
 - iii. The Influencer Administrator will report directly to the Executive Director and oversee the Fellows, Champions and Ambassadors (e.g., manage influencers and their activities; follow up on expectation guidelines for each influencer; aid in recruiting Ambassadors; liaison to LU with digital media, social media, speaking events, and LU events).
 - iv. The Editing Administrator will report to the Center Administrator and assist with the editor in chief role, including the monthly publication described in Paragraph 6 c, below.
 - v. The other members of management team will report to the Executive Director or the Center staff member designated by the Executive Director and have such duties as may be assigned by the Executive Director.
- b. The Center will also contract with approximately six Fellows who will be independent contractors of LU with significant stipends, whose Center-related travel costs and production costs will also be paid by LU and who would be free to be otherwise employed or engaged. Pinnacle will recruit Fellows with some assistance and consultation with Falkirk Management and LU. LU will have final approval of any and all Fellows.
 - i. Fellows will be socially relevant conservative Christians of high caliber, such as Jordan Dooley, David Harris, Jr., Josh Murray, Antonia Okafor, Erika Frantzve and Jacob Booyens.
 - ii. Fellows will communicate and distribute content that is Christ-centered and in line with the mission of the Center.
 - iii. Fellows will be authorized representatives of the Center in media and at Center events.
 - iv. Fellows will appear and engage at University and Center events.
 - v. Fellows will appear and engage at activism events.
 - vi. Fellows will produce content to appear in traditional media (print, television and radio).
 - vii. Fellows will produce content to be launched in digital media (video, podcasts and social media).
 - viii. Fellows will produce content for Center publications and media.
 - ix. Fellows will help design and promote Center merchandise.
- c. The Center will also contract with approximately three to five Champions who will be full time employees of academic institutions and independent contractors of Falkirk Management and LU, and whose Center-related travel costs will be paid by LU. Liberty will recruit Champions with some assistance and consultation with Falkirk Management and Pinnacle and LU will have final approval of any and all Champions.

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- i. Champions will be conservative Christians of high caliber with terminal degrees, such as David Brat, Ph.D., Gary Habermas, Ph.D., and Benjamin Carson, M.D.
- ii. Champions will communicate and distribute content that is Christ-centered and in line with the mission of the Center.
- iii. Champions will be authorized representatives of the Center in media and at Center events.
- iv. Champions will appear and engage at University and Center events.
- v. Champions will produce content to appear in traditional media (print, television and radio), including academic journals, reviews and other publications.
- vi. Champions will produce content to be launched in digital media (video, podcasts and social media).
- vii. Champions will produce content for Center publications and media.
- d. The Center will also affiliate with approximately 200 Ambassadors who will be social media influencers that are volunteers, whose Center-related travel costs will be paid by LU and who would be free to be otherwise employed or engaged. Pinnacle will recruit Ambassadors with some assistance and consultation with Falkirk Management and LU and LU will have final approval of any and all Ambassadors.
 - i. Ambassadors will generally be socially relevant conservative Christians with a large following on a given social media platform (between 10,000 and millions of followers), such as Graham Allen.
 - ii. Ambassadors will communicate and distribute content that is Christ-centered and in line with the mission of the Center.
 - iii. Ambassadors will be designated affiliates of the Center.
 - iv. Ambassadors will produce content that they launch in their social media and engage positively with other Center digital and social media content.
 - v. Ambassadors will help promote Center merchandise.

4. Budget and Cost:

- a. It is anticipated that the annual operating budget for the Center will be approximately consistent with Exhibit A, attached hereto and incorporated herein.

5. General Mission, Goals and Objectives:

- a. The working mission statement for the Center is: To permeate society with Christ-centered evidence by proselytizing in new and contemporary ways about citizen and community matters to save a new generation of aspiring disciples.
- b. To launch numerous digital social media and citizen engagement activities to build community and help to create a unified voice.
- c. To produce a monthly publication (print and online) with articles by the Center influencers and guest contributors, focused on promoting and encouraging Christian civic engagement.
- d. To host events for influencers and ordinary Christian citizens to educate and energize participation in the public policy and election process from a Christian perspective.
- e. To begin a fundraising program for donors to help support the budget of the Center.

6. The Falkirk Center Programming and Message Production:

- a. The Center will produce annual events for influencers, such as an intimate event for top Ambassadors in the fall and an event for all Ambassadors late in the spring.
- b. Working titles for Center content and materials can be changed with approval of LU.
- c. The Center will produce a monthly publication with the current working title of "Legacy".
 - i. Legacy will be circulated to LU alumni and supporters, as well as Center supporters.
 - ii. Legacy will contain items such as a message from LU's President, speech content from Center events and LU events, exclusive essays and op-eds from Fellows, Champions and Ambassadors, and field reports (e.g., local church activities and perspectives).
- d. The Center will produce and assist its influencers in producing video and digital content, such as video interviews, podcasts, memes and the like.
- e. The Center will have an online internet presence with the current working title "Falkirk Center Online."
 - i. Falkirk Center Online will become an online portal for all things pertaining to the Center.
 - ii. Falkirk Center Online will contain elements such as Frequently Asked Questions and resources for aspiring Christians inspired to engage with their community.
 - iii. Falkirk Center Online will contain monthly talking points for Ambassadors.
 - iv. Falkirk Center Online will feature an online version of Legacy.

7. Liberty University's Obligations:

- a. To provide funding from its operating budget to meet the portion of the budget unmet by earmarked donations for the Center ~~that will go through Falkirk Management, and to pay to Pinnacle a prorated annual management fee of \$600,000~~ to provide the staffing described in Paragraph 3 a, above.
- b. To provide administrative support for the daily operations of the Center (such as accounting, legal, marketing, procurement, postal, information technology, webpage, etc.) above and beyond the Center's budget.
- c. Receive and receipt tax deductible contributions earmarked for the Center and ensure such funds are segregated and support the Center's budget.
- d. To provide reasonable office, office furnishings, office equipment and other accommodations necessary for the operation of the Center above and beyond the Center's budget. This obligation may be fulfilled through existing facilities at LU or elsewhere at the option of LU.
- e. To utilize its alumni and supporter contact information to send Center communications without charge for each contact.
- f. To exercise reasonable diligence in providing approval of all matters subject to its approval.
- g. To host a Pastors & Politics event in Summer 2020 that will include at least 200 pastors and their spouses in attendance and to inform and energize them to participate in the policy and election process above and beyond the Center's budget.

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8. Pinnacle's Obligations:

- a. To make Charlie Kirk available to serve, without title, as the public ambassador of the Center.
- b. To use its best efforts, influence and personal connections to make the Center successful in fulfilling its mission.
- c. To recruit and retain Fellows, Champions and Ambassadors consistent with this MOU.
- d. To coordinate outside communications and messaging on behalf of the Center consistent with this MOU.
- e. To produce Center programming consistent with this MOU.
- f. To provide Center event logistics and travel logistics consistent with this MOU.
- g. To manage and execute the donor relations strategy consistent with this MOU.
- h. To obtain in advance approval of from LU of any and all staff, consulting, and vendor agreements for the Center.
- i. To provide copies of signed, executed agreements for all staff, consultants, and vendors for the Center.
- j. To collaborate closely with LU through its Senior Vice President for Communications and Public Engagement, including the establishment of transparent protocols for financial management of the Center with the highest standards of fiduciary responsibility.
- k. To consistently provide financial reports with the frequency and detail specified in writing by LU's Senior Vice President for Communications and Public Engagement.

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9. Falkirk Management's Obligations:

- a. ~~To serve as the primary management group for daily operations, oversight, and support on campus of LU.~~
- b. ~~To hire executive director, center administrator, influencer administrator, and editor administrator as employees for the Center in fulfilling its mission and purpose.~~
- c. ~~To work closely with LU leadership to provide daily oversight, accountability and fiduciary obligations.~~
- d. ~~To produce Center programming and content in partnership with Pinnacle consistent with MOU.~~
- e. ~~To work closely with Pinnacle in providing logistics and travel logistics under LU oversight, consistent with MOU.~~
- f. ~~To work in collaboration with Pinnacle and under direction of LU through its Senior Vice President for Communications and Public Engagement, including the establishment of transparent protocols for financial management of the Center with the highest standards of fiduciary responsibility.~~
- g. ~~To consistently provide financial reports with the frequency and detail specified in writing by LU's Senior Vice President for Communications and Public Engagement.~~

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10. Indemnification

- a. The Parties shall mutually indemnify, defend, and hold each other and all its officers, employees, and agents harmless from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorney's fees, and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of any Party or any Party's officers, employees, agents, or subcontractors occurring during or in connection with performance under or regarding this MOU. This obligation to indemnify each Party's officers, employees, and agents shall survive the expiration or termination of this MOU for any reason.

11. Termination

- a. This MOU may be terminated without any obligation or liability to any Party:
 - i. at any time by the mutual agreement of the Parties; or
 - ii. by any of the Parties for any reason, or no reason at all, by the provision of written notice to the other Parties.
- b. Notwithstanding any statement contained herein to the contrary, Section 10 hereof shall survive any termination or expiration of this MOU (other than by execution of one or more definitive agreements).

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Pinnacle Strategy Partners, LLC
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Phoenix, AZ 85044

Liberty University, Inc.
1971 University Boulevard
Lynchburg, VA 24515

PINNACLE STRATEGY PARTNERS, LLC

LIBERTY UNIVERSITY, INC.

by _____
Charlie Kirk, Manager *Date*

by _____
Jerry Falwell, Jr., President *Date*